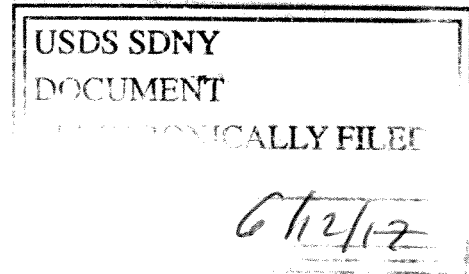


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



-----X
ISIDRO GUTIERREZ,
Plaintiff,

v.

HIGHRIDGE BAGELS, INC., RAW BAGELS,
INC., and ANTHONY IACCARINO,
Defendants.
-----X

ORDER

17 CV 1451 (VB)

On June 4, 2017, the parties in this Fair Labor Standards Act case filed a settlement agreement (Doc. #20, Ex. 1), and a joint statement explaining the basis for the agreement, for approval by the Court as required by Cheeks v. Freeport Pancake House, Inc., 796 F.3d 199 (2d Cir. 2015).

The Court has considered the following factors: (i) the parties' position as to the proper valuation of plaintiff's claims; (ii) the risks and costs of continuing to litigate; (iii) that plaintiff is represented by counsel; (iv) that plaintiff no longer works for defendants; (v) that the settlement was reached as a result of the Court's mediation program; (vi) that the release set forth in paragraph 4 of the settlement agreement is limited to plaintiff's claims asserted in this action; (vii) that the settlement agreement does not contain confidentiality or non-disparagement provisions; (viii) that plaintiff is receiving approximately 60% of the estimated unpaid overtime wages claimed to be owed; (ix) the representation that defendants cannot afford to pay a higher settlement amount; and (x) the representation that all parties desire to resolve this action early and avoid the costs—financial and otherwise—associated with drawn-out litigation.

The Court finds that the settlement agreement as modified below is fair and reasonable, and the product of arm's-length negotiation, not fraud or collusion.

Additionally, the Court finds the attorneys' fees, which are one-third of the recovered amount plus costs, to be fair and reasonable under the circumstances.

SETTLEMENT AGREEMENT MODIFICATION

Pursuant to paragraph 6 of the settlement agreement, the Court has the authority to modify and does hereby modify paragraph 14 ("Competency to Waive Claims") of the agreement as follows:

The words "all claims defined herein he may have against Defendant" are replaced with "all claims asserted in this action against Defendants."

CONCLUSION

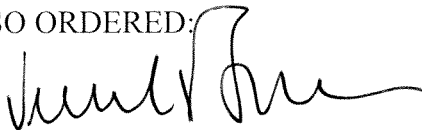
The parties' settlement agreement (Doc. #20, Ex. 1) as modified herein is APPROVED, and the case is DISMISSED with prejudice.

The status conference scheduled for June 23, 2017, is cancelled.

The Clerk is instructed to close this case.

Dated: June 12, 2017
White Plains, NY

SO ORDERED:

A handwritten signature in black ink, appearing to read "Vincent L. Briccetti", written over a horizontal line.

Vincent L. Briccetti
United States District Judge